



Order Filed on August 13, 2019
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1

DENISE CARLON, ESQUIRE

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Attorneys for U.S. Bank National Association, as
Trustee, Successor in interest to Wachovia Bank,
N.A., as Trustee, for Chase Mortgage Finance Trust
Multi-Class Mortgage Pass-Through Certificates
Series 2005-A1

In Re:

Cassandra Lynn Banko,

Debtor.

Case No.: 18-29983 ABA

Adv. No.:


Hearing Date: 9/12/19 @10:00 a.m.

Judge: Andrew B. Altenburg, Jr.

**CONSENT ORDER RESOLVING SECURED CREDITOR'S OBJECTION TO
DEBTOR'S CHAPTER 13 PLAN**

The relief set forth on the following pages, numbered two (2) through two (3) is hereby
ORDERED

DATED: August 13, 2019



Honorable Andrew B. Altenburg, Jr.
United States Bankruptcy Court

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Debtor: Cassandra Lynn Banko

Case No.: 18-29983 ABA

Caption: **CONSENT ORDER RESOLVING SECURED CREDITOR'S OBJECTION
TO DEBTOR'S CHAPTER 13 PLAN**

This matter having been brought before the Court by KML Law Group, P.C., attorneys for Secured Creditor, U.S. Bank National Association, as Trustee, Successor in interest to Wachovia Bank, N.A., as Trustee, for Chase Mortgage Finance Trust Multi-Class Mortgage Pass-Through Certificates Series 2005-A12, holder of a mortgage on real property located at 8801 Hawthorn Ln., Glenside, PA 19038, Denise Carlon appearing, by way of objection to the confirmation of Debtor's Chapter 13 Plan, and this Court having considered the representations of attorneys for Secured Creditor and Ellen McDowell, Esquire, attorney for Debtor, Cassandra Lynn Banko, and for good cause having been shown;

It **ORDERED, ADJUDGED and DECREED** that \$910,000.00 is amortized over 30 years; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that the loan has a fixed interest rate of 4.5%; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that the principal and interest payment is \$4,610.84; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that payments will begin October 1, 2019; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that the loan will not be escrowed; Debtor will be responsible for any and all escrow items, including but not limited to taxes and insurance, on their own; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that all other provisions of the original mortgage will remain in full force and effect, including but not limited to all default provisions; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that if the Debtor defaults under the terms of this order before the closing of this case, either by being more than 30 days late on any regular payments or by failing to maintain the escrow obligations, Secured Creditor may seek relief from stay by filing a certification of default, indicating this default and Debtor shall have 14 days to respond; and

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Debtor: Cassandra Lynn Banko

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TO DEBTOR'S CHAPTER 13 PLAN**

It is further **ORDERED, ADJUDGED and DECREED** that for the Duration of Debtor's Chapter 11 bankruptcy proceeding, if the lump sum payment or any regular monthly mortgage payments are not made within thirty (30) days of the date said payment is due, Secured Creditor may obtain an Order Vacating Automatic Stay as to Real Property by submitting a Certification of Default to the Court indicating such payment is more than thirty days late, and Debtor shall have fourteen days to respond; and

It is further **ORDERED, ADJUDGED and DECREED** that a copy of any such application, supporting certification, and proposed Order must be served on the Debtor, and Debtor's counsel at the time of submission to the Court; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that if the Debtor defaults under the terms of this order after this case has been closed, Secured Creditor can proceed with its rights in state court without further leave of the court; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that the lien shall remain on the property until the loan, as laid out in this order, is full paid; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that we vote in favor of the plan; and

It is **FURTHER ORDERED, ADJUDGED and DECREED** that Secured Creditor's objection to confirmation is hereby resolved.

/s/ Denise Carlon

DENISE CARLON, ESQ., ATTORNEY FOR SECURED
CREDITOR

Dated: 8/13/19

I hereby agree and consent to the above terms and conditions:

/s/ Ellen McDowell

ELLEN MCDOWELL, ESQ., ATTORNEY FOR DEBTOR

Dated: 8/13/19

